

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

APFA, INC.)
)
)
Plaintiff,)
)
)
vs.) Case No. 3:20-cv-05007
)
)
UATP MANAGEMENT, LLC,)
)
)
Defendant.)

AFFIDAVIT OF ANDREW P. BLEIMAN, ESQ.

I, ANDREW P. BLEIMAN, ESQ., of full age, do hereby swear as follows:

1. I am an Attorney licensed by the State of Illinois and a partner in the law firm Marks & Klein, LLP.
2. In that capacity, I represent the Plaintiff hereto, APFA, Inc. (“APFA.”)
3. I make this Affidavit of my own personal knowledge and review of the contents of this file.
4. On May 26, 2020, I received a letter from Defendant UATP Management, LLC’s counsel, Norman Leon, identified as a Notice of Dispute. A true and correct copy of this correspondence is annexed hereto as Exhibit 1.
5. In the Notice of Dispute, Defendant claimed that the claims of certain

members of the APFA were allegedly subject to an arbitration provision contained in an “Amendment to Franchise Agreement (Membership Program)” (“the Amendment”). *See Ex. 1*

6. The Notice of Dispute further claimed that “any APFA member who wishes to pursue [claims against UATP] and has executed a Membership Amendment may only do so through individual arbitration.” *See Ex. 1.*

7. In addition, the Notice of Dispute demands the identities of all APFA members, in order to initiate individual actions against members who executed the Amendment to compel individual arbitrations of each member’s claims.

8. Certain APFA members have advised me that they did not execute the Amendment and are, therefore, exempt from this demand.

I hereby certify under penalty of perjury that the foregoing statements are true.

Respectfully submitted by:

MARKS & KLEIN, LLP

Dated: June 16, 2020

/s/ Andrew Bleiman

Andrew P. Bleiman

Attorney for APFA, Inc.

Pro Hac Vice Application

to be filed

EXHIBIT A



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Norman M. Leon
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T 312.368.2192
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Via: Certified Mail and Email

May 26, 2020

Andrew P. Bleiman
Marks & Klein LLP
1363 Shermer Road, Suite 318
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andrew@marksklein.com

Re: Notice of Dispute

Dear Andrew:

As you know, we are counsel for UATP Management, LLC (“UATP”) in the matter entitled *APFA, Inc. v. UATP Management LLC*, Case No. 3:20-cv-05007 (D.N.J.) (the “APFA Lawsuit”). Based on our review of the documents, it seems clear that the claim asserted in plaintiff’s complaint is subject to mandatory individual arbitration pursuant to the Arbitration Clause in Section 4.1 of the Amendment to Franchise Agreement (Membership Program) (“Membership Amendment”). Therefore, any APFA member who wishes to pursue the claim and has executed a Membership Amendment may only do so through individual arbitration.

Pursuant to Section 4.1 of the Membership Amendment, UATP hereby provides formal Notice of Dispute and demands compliance with the arbitration agreement in the Membership Amendment. Please be advised that, if UATP is forced to take legal action to enforce the arbitration agreement, it intends to seek the attorneys’ fees and costs it incurs doing so, as provided in Section 23.G. of the franchise agreements.

Please provide a list of the APFA members so we can identify which ones have arbitration clauses. Thanks in advance for your cooperation.

Sincerely,

/s/ *Norman Leon*

Norman Leon

cc (by email only): Justin Klein; Brent Davis; Mark Fishbein; Karen Marchiano; David Sager; Billy Diggs